YAP CHOO LIAN (m.w.) v. CHAN AH YONG (m.w.).

[Orig. Civ. Juris. (Sir Charles Murray-Aynsley, C.J.) July 9, 1952]

[Singapore — Suit No. 900 of 1951]

Landlord and tenant — Repair of premises where there was no written contract and no express covenant to repair by either party — Claim by way of amendment based on Municipal Ordinance (Cap. 133), s. 373.

In this case at all material times the plaintiff had been tenant and defendant landlord of premises known as 110 Tras Street. There appeared to be neither written contract nor express covenant to repair by either party. In consequence of a complaint by the plaintiff (not having obtained any satisfaction from the defendant) that the premises were badly in need of repair to the Municipal authorities, a nuisance notice, dated 13th April, 1950, was served on the defendant. The defendant did not comply with the notice and in October 1950 was summoned and fined. The authorities took further steps and a closing order was obtained. The plaintiff on hearing of the closing order took up the matter with the Municipal Architect with a view to have the enforcement of the order postponed. The following resolution of the Municipal Commissioners was passed:—

"The Chairman moves, duly seconded, that the decisions taken and recommendations made by the Committees, himself, the Deputy President and on papers circulated be confirmed and adopted as amended, and it is resolved accordingly:

G - 193/51 — Considered representations from the tenant of No. 110 Tras Street in connection with a Closing Order made thereon on the application of the owner and agreed unanimously to authorise the Municipal Architect & Building Surveyor to apply for an adjournment of the hearing of the application for an Ejectment Order in order to enable herself to carry out the works necessary for abatement of the nuisance at these premises."

Subsequently she had the necessary repairs done herself. She sought to recover the cost from the defendant and based her claim on section 373 of the Municipal Ordinance.

Held, that the resolution of the Municipal Commissioners could be construed as an approval and therefore the plaintiff was entitled to recover the cost of the work. In the absence of agreement, to ascertain the amount there must be an enquiry by the Registrar, and what the plaintiff could recover was limited to the necessary cost of what the defendant was ordered to do.

CIVIL SUIT.

N. L. Macassey for the plaintiff.

N. N. Leicester for the defendant.

Cur. Adv. Vult.

Sir Charles Murray-Aynsley, C.J. : — The plaintiff in this case has at all material times been tenant and the defendant landlord of premises known as 110 Tras Street in this City. It appears that there was no written contract and no express covenant to repair by either party. The premises were badly in need of repair and the plaintiff not having obtained any satisfaction from the defendant, complained to the Municipal authorities. After, and, one may assume, in consequence of this, a nuisance notice, dated April 13, 1950, was served on the defendant. The defendant did not comply with the notice and in October 1950 was summoned and fined. Thereafter the defendant seems to have asked the plaintiff to move out so that repairs could be effected. The defendant refused to move out and nothing was done. In February, 1951, the authorities took further steps and on March 9th following, a closing order was obtained. The plaintiff, after correspondence with the authorities, the effect of which will be dealt with later, had the necessary repairs done herself. She now seeks to recover the cost from the defendant. She seems to have been in some doubt as to the legal basis of her claim. Finally, by way of amendment, she based her claim solely on section 373 of the Municipal Ordinance. Here the owner was properly required to do the repairs, which were of a structural character, and made default. The plaintiff caused the work to be executed; the only question remaining to be considered is whether the work was done with the approval of the Commissioners. It appears that when the plaintiff heard of the closing order, which was apparently the first she knew of any proceedings, she took up the matter with the Municipal Architect with a view to have the enforcement of the order postponed. On May 31st, 1951, the following resolution of the Municipal Commissioners was passed :—

"The Chairman moves, duly seconded, that the decisions taken and recommendations made by the Committees, himself, the Deputy President and on papers circulated be confirmed and adopted as amended, and it is resolved accordingly:

G - 193/51 — Considered representations from the tenant of No. 110 Tras Street in connection with a Closing Order made thereon on the application of the owner and agreed unanimously to authorise the Municipal Architect & Building Surveyor to apply for an adjournment of the hearing of the application for an Ejectment Order in order to enable herself to carry out the works necessary for abatement of the nuisance at these premises."

The only question is whether this can be construed as an approval. In my opinion it is, and, therefore, the plaintiff is entitled to recover the cost of the work. To ascertain the amount there must, in the absence of agreement, be an enquiry by the Registrar. What the plaintiff can recover is limited to the necessary cost of what the defendant was ordered to do.

Judgment for the plaintiff accordingly, with costs.

Judgment for the plaintiff.